## Answers to Offeror Clarification Questions to Amendment 003 08 March 2005

1. Section I, FAR 52.215-10 & -12 should be deleted and replaced with 52.215-11 & 13, for modifications, respectively. Because this is a competitive procurement these clauses should not be invoked. See: 15.403-1 Prohibition on obtaining cost or pricing data. Recommend deleting 52.219-14 unless there is a small business set-aside associated with this procurement.

**Answer:** 52.215-10, 52.215-12, and 52.219-14 have been deleted (see amended RFP).

2. Is there a wage determination for AWIPS?

**Answer:** This contract is intended to be a Professional Services contract; therefore, wage determination does not apply.

3. Was an offer acceptance period accidentally left out?

**Answer:** No, see Block 11 on SF 1447

4. Is FAR 52.242-4, Certification of Final Indirect Costs, (Section I) applicable since final rate proposals are certified to DCMA?

Answer: Yes, this clause will remain.

5. The RFP states that "The NWS will not be able to make accommodations for any additional facilities (e.g., IT equipment, desk space, etc.) within their Government-owned or Government-leased property." Other than that currently being occupied by the NCF, what space is currently available for contractor use? Of that space how much will be available to the winning AWIPS contractor?

**Answer:** This question is of a technical nature, therefore, will not be answered.

RE: Questions #6-8

#### **B.1 CONTRACT TYPE**

"It is envisioned that the awarded contract will be an Indefinite Delivery/Indefinite Quantity (IDIQ) contract under which *fixed price task orders* will be issued."

#### **B.3 RATES FOR FIRM FIXED PRICE EFFORT**

"The Contractor shall establish a total *firm fixed price (FFP)* for the *fixed price portion* of the Contract and for those Task Orders defined as *FFP* using established Government or commercial labor rates for the proposed labor categories. Specific *firm fixed price* requirements will be detailed in applicable Task Orders. The operations and maintenance work will be written on a *firm-fixed price basis* with the prices established at the time of contract award. For the work other than the operations and maintenance, Task Orders will be issued on preferably a *FFP basis*, but *FFP is not mandated*.

The Contractor shall provide the Government with an established Government rate and/or commercial price list schedule that clearly shows the qualifications, experience, and fully burdened rates for each of the labor categories the offeror intends to use on the contract resulting from this solicitation. The labor rates shall cover the contract base period and five award term periods."

#### L.3 TYPE OF CONTRACT

"The contract type may be proposed by the Offeror as commensurate and appropriate with the Offeror's overall technical solution."

6. In regard to B.1, B.3, and L.3: Does the Government consider a "Fixed Price Incentive" type contract (with Target Cost, Target Profit, Target Price, Price Ceiling, and Share ratios) for CLINs 0001, 1001, 2001, 3001, 4001, and 5001 to be in compliance with the RFP provisions and the Government's "Performance-based Acquisition (PSB)" contract goals?

**Answer:** The Government does not intend to tell Offerors what contract type to propose. Offerors are suggested to read FAR Parts 16.1, 16.4 and 37.6.

7. In regard to B.1, B.3, and L.3: Does the Government consider a "Fixed Price Level of Effort" type contract for CLINs 0001, 1001, 2001, 3001, 4001, and 5001 to be in compliance with the RFP provisions and the Government's "Performance-based Acquisition (PSB)" contract goals?

Answer: The Government does not intend to tell Offerors what contract type to propose.

8. In regard to B.3, second paragraph: Since this solicitation does not appear to be a "T&M" type contract request with billing rates, what is the purpose of the "price list schedule that clearly shows the qualifications, experience, and fully burdened rates for each of the labor categories"?

**Answer:** The Government intends to use this data in order to determine cost realism and to determine price fair and reasonableness.

9. RE: Questions #9a - 9d

## **B.5 CONTRACT LINE ITEM NUMBERS (CLINS)**

In regard to the "Due Diligence Questions" under Amendment 3, February 25, 2005:

9(a) Does the Government now require the Contractor to price the "Product Improvement (Option)" and "Software Maintenance and Support (Option)" for the 5-Year Base period and the five 1-Year Award Terms?

**Answer:** Yes. The original requirements were requesting this pricing.

9(b) What specific requirements and assumptions should the Contractor use to price such options in comparison to the notational product improvement plans that were presented at Due Diligence?

Answer: Include in your pricing your assumptions based on the information presented at Due Diligence.

9(c) What is the system technical road map through the period of performance?

**Answer:** This question is of a technical nature, therefore, will not be answered.

9(d) What system responsibilities will the Government have that the Contractor will not need to price?

**Answer:** This question is of a technical nature, therefore, will not be answered.

10. In regard to L.9, second paragraph: What MS Office software versions (e.g. 2000, XP, 2003) does the Government require for submission of the proposal soft copies?

Answer: Offerors should submit proposals in MS Office Version 2000 and above.

11. In regard to Question 20, Page 3, under the "Due Diligence Questions," Amendment 3, February 25, 2005: When and where will the "AWIPS Service Contract Phase-out Plan" be posted to the AWIPS Online library?

**Answer:** A draft of the AWIPS Service Contract Phase-Out Plan was posted to the AWIPS Online Library on 3/8/05.

12. The answer to question 3 of the Post Due Diligence Questions states, "Section L.9.1 of the RFP has also been amended to increase the page limitations for Volume II to 200 pages." The change to 200 pages is also mentioned in the Government's response to questions 24 and 55. The table in L.9.1 says the Volume 2, Price/Cost Proposal has no size limitation. Is it correct to assume that the RFP takes precedence over the questions, and that Volume 2 now has no limit on its page count?

Answer: Yes. The RFP takes precedence over the questions. Volume 2 has no limit on page count.

13. In general can we assume that the RFP takes precedence over anything that is in conflict?

Answer: Yes

14. Is it correct to assume that a stand-alone SOW is not required and the text of the technical proposal is the SOW?

Answer: Yes

15. Is it the NWS' intention/requirement that all items listed within On-Line Library Items 43(e) and 44(a) be provisioned and maintained by the AWIPS Contractor? If not, which items are required to be provisioned/maintained by AWIPS Contractor and which items will be provisioned/maintained by NOAA/NWS logistics infrastructure (reference SOO c.2, top of page 7, and SOO C.5.b)? Please provide vendor information for each of the components listed.

**Answer:** This question is of a technical nature, therefore, will not be answered.

16. Amendment 3 has removed Subfactor b, Service Level Agreements (SLAs) from L.9.3.1, Factor 2; however, M.2.2, Factor 2 still indicates that Service Level Agreements will be evaluated as Subfactor b. Was this an error?

Answer: Yes. This is an error. Please see the corrections in Amendment 004 to the RFP.

17. If an SLA document is required separately from the QASP, what information should it contain that is not already included in the sample template on page 98 of Section L.9.3.1?

**Answer:** No. A separate SLA document is not required.

18. The representative Award Term Plan provided in Attachment J-5 indicates anticipated evaluation criteria. While Hardware Product Improvement is included, Software Product Improvement is not included. Was this intentional?

**Answer:** The term Software Product Improvement is synonymous with the term Software Maintenance. However, the language in Attachment J-5 has been corrected to read "Software Maintenance and Support (Option)" in order to match the language in Section B.5 of the RFP. In addition, the term Hardware Product Improvement is changed to read "Product Improvement (Option)".

19. The amended Section B.5 provides no pricing direction (CP or FFP) for 14 of the 20 required CLINs, and requests Cost Reimbursement pricing information on 6 of the 20 CLINs. Section B.3 indicates FFP pricing is required for some task orders within the required CLINs, and is desired for all but not mandated. Therefore, is B.5 in error? Should the CLINs defined in B.5 be the FFP CLINs, and if so, is another set of CLINs needed for any proposed Cost Reimbursable tasks so as not to mix FFP and CP tasks in any one CLIN?

**Answer:** Please see corrected section B.5 of Amendment 0004 of the RFP. There is still no mandated price type for work other than operations and maintenance, but FFP is preferred.

20. The answer to Question 43 states, "...Hardware Product Improvement and Software Product Improvement CLINS are optional and will be exercised upon the Government's need. However ... both options should be priced for the entire ten year period." What "need" are you asking us to price?

**Answer:** The response should have read, "... Hardware Product Improvement and Software Product Improvement CLINS are optional and will be exercised at the government's discretion."

21. Were there any changes to the Due Diligence slides over the Due Diligence period? If so, are the changes noted in the on-line library files?

**Answer:** Any changes made to the Due Diligence slides were for the purpose of correcting typographical errors. No substantive changes were made. However, changes are not noted in the on-line library files.

**22. Reference: Post Due Diligence Question 65.** The answer to Question #65 states "The SEC software support contract under which we are currently consolidating software maintenance expires on September 30, 2005." During Chuck Piercy's Day 1 Due Diligence presentation (Discussion of AWIPS Program, NWS and AWIPS Goals, and the NWS Organization, slide #26) the Government stated that each development organization (FSL, MDL, OHD and SEC) maintains and manages separate software support contracts but that it was the Government's goal to consolidate them over time under a single umbrella contract.

**Question:** Has the referenced SEC contract already consolidated, or laid an approved foundation for consolidating, the independent software support contracts at the four development organizations?

If yes, do all current software support contracts expire on September 30, 2005, allowing for coordination of software support to all development organizations to be channeled directly through SEC, or will the selected Contractor work with each organization separately (or through the SEC) to plan for and complete the desired consolidation based on available resources and differing expiration dates for existing support contracts?

**Rationale:** Clarification of the duration and governance structure for software support contracts at the four development organizations will allow bidders to more accurately define and cost baseline software O&M support as well as recommended approaches and schedules for consolidating software support under the optional software maintenance and support task.

**Answer:** This question is of a technical nature, therefore, will not be answered.

## 23. Reference: Post Due Diligence Question 69.

**Question:** The answer provided regarding COTS software licenses and maintenance fees is a reference to Question 58(b), which directs us to the posted CDRL SO-24. The requested information is not provided within the posted material; please provide. This information is critical to cost estimations if the Contractor is responsible for the licenses and/or fees. Information regarding who is responsible (Government or Contractor) for the purchase of the annual licenses and the maintenance fees is required to avoid an incorrect assumption.

**Answer:** This question is of a technical nature, therefore, will not be answered.

### 24. Reference: Post Due Diligence Question 71.

Question: The answer to Question #71 refers us to H.29; there is no H.29. Please clarify.

Answer: The answer to Question #71 is incorrect and should reference H.27, not H.29.

#### 25. Reference: RFP Sec C.5.d, Constraints.

**Question:** Please clarify: "The NWS will not be able to make accommodations for any for additional facilities..." (Boldface type added for clarification of question.)

**Answer:** Please see the corrected language in Section C.5.d of the RFP.

# 26. Reference: Volume I, Factor 2: Performance Measurement, Subfactor b: Service Level Agreements (SLAs).

**Question:** Subfactor b, Service Level Agreements (SLAs) is removed from RFP Sec. L and is still referenced in the beginning of Factor 2 ("Factor 2 includes two subfactors as described below.") and RFP Sec. M contains evaluation criteria for Subfactor b. Please clarify whether or not Subfactor b is deleted

**Answer:** All references to Factor 2, Subfactor b, Service Level Agreements (SLAs) are deleted. Please see corrections in Amendment 004 of the RFP.

27. Reference: Volume II, M.2.2.3.f, Factor 3: Subfactor f: Phase In-Phase Out Transition Price/Cost Risk. Question: Subfactor f, does not appear in L.9.3.2. Please clarify whether or not Subfactor f is to be added or deleted.

**Answer:** Factor 3, Subfactor f, Phase In- Phase Out Transition Price/Cost Risk is added to Section L.9.3.2. Please see corrections in Amendment 004 of the RFP.

### 28. Reference: Volume II, M.2.2.4, Factor 4: Subcontracting Socioeconomic Goals

**Question:** The RFP does not state whether second tier subcontractors may be used to augment the prime Contractor's overall 44% total contract value small business subcontracting goal as previously stated in Amendment 001, Question 37. Please clarify that the prime Contractor would be compliant in using the second tier approach to make the overall 44% goal.

**Answer:** Yes. The prime Contractor may use second tier subcontractors in obtaining the overall 44% small business subcontracting goal. Please see added language in Section M.2.2, Factor 4 of Amendment 004 of the RFP.